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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

THE NOCO COMPANY,
Plaintiff,

v.

WINPLUS NORTH AMERICA, LLC,
WINPLUS NA, LLC, AND ADC
SOLUTIONS AUTO LLC,
Defendants.

Case No. 8:23-cv-00269-DOC-DFMx
(Lead Case)
Case No. 8:25-cv-00335-DOC-DFMx
(Member Case)

Honorable David O. Carter
Honorable Douglas F. McCormick

**STIPULATED PROTECTIVE
ORDER**

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record (as well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”.

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 2.6 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
5 as an expert witness or as a consultant in this action, (2) is not a past or current
6 employee of a Party or of a Party's competitor, and (3) at the time of retention, is not
7 anticipated to become an employee of a Party or of a Party's competitor.

8 2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
9 Information or Items: extremely sensitive "Confidential Information or Items,"
10 disclosure of which to another Party or Non-Party would create a substantial risk of
11 serious harm that could not be avoided by less restrictive means.

12 2.8 "HIGHLY CONFIDENTIAL – SOURCE CODE" Information or
13 Items: extremely sensitive "Confidential Information or Items" representing
14 computer code and associated comments and revision histories, formulas,
15 engineering specifications, or schematics that define or otherwise describe in detail
16 the algorithms or structure of software or hardware designs, disclosure of which to
17 another Party or Non-Party would create a substantial risk of serious harm that could
18 not be avoided by less restrictive means.

19 2.9 Non-Party: any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this action.

21 2.10 Outside Counsel of Record: attorneys who are not employees of a party
22 to this action but are retained to represent or advise a party to this action and have
23 appeared in this action on behalf of that party or are affiliated with a law firm which
24 has appeared on behalf of that party.

25 2.11 Party: any party to this action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their
27 support staffs).

28 2.12 Producing Party: a Party or Non-Party that produces Disclosure or

1 Discovery Material in this action.

2 2.13 Professional Vendors: persons or entities that provide litigation support
3 services (e.g., photocopying, videotaping, translating, preparing exhibits or
4 demonstrations, and organizing, storing, or retrieving data in any form or medium)
5 and their employees and subcontractors.

6 2.14 Protected Material: any Disclosure or Discovery Material that is
7 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
8 EYES ONLY,” or as “HIGHLY CONFIDENTIAL – SOURCE CODE.”

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11
12 3. SCOPE

13 The protections conferred by this Stipulation and Order cover not only
14 Protected Material (as defined above), but also (1) any information copied or
15 extracted from Protected Material; (2) all copies, excerpts, summaries, or
16 compilations of Protected Material; and (3) any testimony, conversations, or
17 presentations by Parties or their Counsel that might reveal Protected Material.
18 However, the protections conferred by this Stipulation and Order do not cover the
19 following information: (a) any information that is in the public domain at the time of
20 disclosure to a Receiving Party or becomes part of the public domain after its
21 disclosure to a Receiving Party as a result of publication not involving a violation of
22 this Order, including becoming part of the public record through trial or otherwise;
23 and (b) any information known to the Receiving Party prior to the disclosure or
24 obtained by the Receiving Party after the disclosure from a source who obtained the
25 information lawfully and under no obligation of confidentiality to the Designating
26 Party. Any use of Protected Material at trial shall be governed by a separate
27 agreement or order.

1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees
4 otherwise in writing or a court order otherwise directs. Final disposition shall be
5 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
6 or without prejudice; and (2) final judgment herein after the completion and
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
8 including the time limits for filing any motions or applications for extension of time
9 pursuant to applicable law.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or Non-Party that designates information or items for protection under
13 this Order must take care to limit any such designation to specific material that
14 qualifies under the appropriate standards. To the extent it is practical to do so, the
15 Designating Party must designate for protection only those parts of material,
16 documents, items, or oral or written communications that qualify – so that other
17 portions of the material, documents, items, or communications for which protection
18 is not warranted are not swept unjustifiably within the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations
20 that are shown to be clearly unjustified or that have been made for an improper
21 purpose (e.g., to unnecessarily encumber or retard the case development process or
22 to impose unnecessary expenses and burdens on other parties) expose the
23 Designating Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that it
25 designated for protection do not qualify for protection at all or do not qualify for the
26 level of protection initially asserted, that Designating Party must promptly notify all
27 other parties that it is withdrawing the mistaken designation.

28 5.2 Manner and Timing of Designations. Except as otherwise provided in

1 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
2 stipulated or ordered, Disclosure or Discovery

3 Material that qualifies for protection under this Order must be clearly so
4 designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents,
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
8 Producing Party affix the legend “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL
9 – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE
10 CODE” to each page that contains protected material. If only a portion or portions of
11 the material on a page qualifies for protection, the Producing Party also must clearly
12 identify the protected portion(s) (e.g., by making appropriate markings in the
13 margins) and must specify, for each portion, the level of protection being asserted.

14 A Party or Non-Party that makes original documents or materials available for
15 inspection need not designate them for protection until after the inspecting Party has
16 indicated which material it would like copied and produced. During the inspection
17 and before the designation, all of the material made available for inspection shall be
18 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
19 inspecting Party has identified the documents it wants copied and produced, the
20 Producing Party must determine which documents, or portions thereof, qualify for
21 protection under this Order. Then, before producing the specified documents, the
22 Producing Party must affix the appropriate legend (“CONFIDENTIAL,” “HIGHLY
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY
24 CONFIDENTIAL – SOURCE CODE”) to each page that contains Protected
25 Material. If only a portion or portions of the material on a page qualifies for
26 protection, the Producing Party also must clearly identify the protected portion(s)
27 (e.g., by making appropriate markings in the margins) and must specify, for each
28 portion, the level of protection being asserted.

1 (b) for testimony given in deposition or in other pretrial or trial proceedings,
2 that the Designating Party identify on the record, before the close of the deposition,
3 hearing, or other proceeding, all protected testimony and specify the level of
4 protection being asserted. When it is impractical to identify separately each portion
5 of testimony that is entitled to protection and it appears that substantial portions of
6 the testimony may qualify for protection, the Designating Party may invoke on the
7 record (before the deposition, hearing, or other proceeding is concluded) a right to
8 have up to 30 days to identify the specific portions of the testimony as to which
9 protection is sought and to specify the level of protection being asserted. Only those
10 portions of the testimony that are appropriately designated for protection within the
11 30 days shall be covered by the provisions of this Stipulated Protective Order.
12 Alternatively, a Designating Party may specify, at the deposition or up to 30 days
13 afterwards if that period is properly invoked, that the entire transcript shall be treated
14 as “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE”.

16 Parties shall give the other parties notice if they reasonably expect a deposition,
17 hearing or other proceeding to include Protected Material so that the other parties can
18 ensure that only authorized individuals who have signed the “Acknowledgment and
19 Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of a
20 document as an exhibit at a deposition shall not in any way affect its designation as
21 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

23 Transcripts containing Protected Material shall have an obvious legend on the
24 title page that the transcript contains Protected Material, and the title page shall be
25 followed by a list of all pages (including line numbers as appropriate) that have been
26 designated as Protected Material and the level of protection being asserted by the
27 Designating Party. The Designating Party shall inform the court reporter of these
28 requirements. Any transcript that is prepared before the expiration of a 30-day period

1 for designation shall be treated during that period as if it had been designated
2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
3 otherwise agreed. After the expiration of that period, the transcript shall be treated
4 only as actually designated.

5 (c) for information produced in some form other than documentary and for any
6 other tangible items, that the Producing Party affix in a prominent place on the
7 exterior of the container or containers in which the information or item is stored the
8 legend “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
9 ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE”. If only a portion or
10 portions of the information or item warrant protection, the Producing Party, to the
11 extent practicable, shall identify the protected portion(s) and specify the level of
12 protection being asserted.

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
14 failure to designate qualified information or items does not, standing alone, waive
15 the Designating Party’s right to secure protection under this Order for such material.
16 Upon timely correction of a designation, the Receiving Party must make reasonable
17 efforts to assure that the material is treated in accordance with the provisions of this
18 Order.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time. Unless a prompt challenge to a Designating
22 Party’s confidentiality designation is necessary to avoid foreseeable, substantial
23 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
24 litigation, a Party does not waive its right to challenge a confidentiality designation
25 by electing not to mount a challenge promptly after the original designation is
26 disclosed.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
28 resolution process by providing written notice of each designation it is challenging

1 and describing the basis for each challenge. To avoid ambiguity as to whether a
2 challenge has been made, the written notice must recite that the challenge to
3 confidentiality is being made in accordance with this specific paragraph of the
4 Protective Order. The parties shall attempt to resolve each challenge in good faith
5 and must begin the process by conferring directly (in voice to voice dialogue; other
6 forms of communication are not sufficient) within 14 days of the date of service of
7 notice. In conferring, the Challenging Party must explain the basis for its belief that
8 the confidentiality designation was not proper and must give the Designating Party
9 an opportunity to review the designated material, to reconsider the circumstances,
10 and, if no change in designation is offered, to explain the basis for the chosen
11 designation. A Challenging Party may proceed to the next stage of the challenge
12 process only if it has engaged in this meet and confer process first or establishes that
13 the Designating Party is unwilling to participate in the meet and confer process in a
14 timely manner.

15 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
16 court intervention, the Challenging Party shall file and serve a motion to challenge
17 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule
18 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days
19 of the parties agreeing that the meet and confer process will not resolve their dispute,
20 whichever is earlier. Each such motion must be accompanied by a competent
21 declaration affirming that the movant has complied with the meet and confer
22 requirements imposed in the preceding paragraph. Failure by the Challenging Party
23 to make such a motion including the required declaration within 21 days (or 14 days,
24 if applicable) shall automatically waive the confidentiality challenge for each
25 challenged designation. In addition, the Designating Party may file a motion to retain
26 a confidentiality designation at any time if there is good cause for doing so, including
27 to the designation of a deposition transcript or any portions thereof. Any motion
28 brought pursuant to this provision must be accompanied by a competent declaration

1 affirming that the movant has complied with the meet and confer requirements
2 imposed by the preceding paragraph.

3 The burden of persuasion in any such challenge proceeding shall be on the
4 Designating Party. Frivolous challenges and those made for an improper purpose
5 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
6 expose the Challenging Party to sanctions. Unless the Designating Party has waived
7 the confidentiality designation by failing to respond to a motion challenging
8 confidentiality as described above, all parties shall continue to afford the material in
9 question the level of protection to which it is entitled under the Producing Party's
10 designation until the court rules on the challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this
14 case only for prosecuting, defending, or attempting to settle this litigation. Such
15 Protected Material may be disclosed only to the categories of persons and under the
16 conditions described in this Order. When the litigation has been terminated, a
17 Receiving Party must comply with the provisions of section 15 below (FINAL
18 DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a
20 location and in a secure manner¹ that ensures that access is limited to the persons
21 authorized under this Order.

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
23 otherwise ordered by the court or permitted in writing by the Designating Party, a
24 Receiving Party may disclose any information or item designated
25 "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this action, as well as

27 ¹ It may be appropriate under certain circumstances to require the Receiving Party to store any
28 electronic Protected Material in password-protected form.

1 employees of said Outside Counsel of Record to whom it is reasonably necessary to
2 disclose the information for this litigation and who have signed the
3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
4 A;

5 (b) no more than one officer, director, or employee of the Receiving Party (1)
6 to whom disclosure is reasonably necessary for this litigation, (2) who has signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A) and (3) as to whom the
8 procedures set forth in paragraph 7.3(a), below, have been followed;

9 (c) Experts (as defined in this Order) of the Receiving Party to whom
10 disclosure is reasonably necessary for this litigation and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (d) the court and its personnel;

13 (e) court reporters and their staff, professional jury or trial consultants, and
14 Professional Vendors to whom disclosure is reasonably necessary for this litigation
15 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
16 A);

17 (f) during their depositions, witnesses in the action to whom disclosure is
18 reasonably necessary and who have signed the “Acknowledgment and Agreement to
19 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
20 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
21 reveal Protected Material must be separately bound by the court reporter and may not
22 be disclosed to anyone except as permitted under this Stipulated Protective Order.

23 (g) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information.

25 7.3 Procedures for Approving or Objecting to Disclosure of
26 “CONFIDENTIAL” Information or Items to the one officer, director, or employee.

27 (a) Unless otherwise ordered by the court or agreed to in writing by the
28 Designating Party, a Party that seeks to disclose to the one officer, director, or

1 employee any information or item that has been designated “CONFIDENTIAL”
2 pursuant to paragraph 7.2(b) first must make a written request to the Designating
3 Party that (1) sets forth the full name of the one officer, director, or employee, and
4 the city and state of his or her residence, and (2) describes the officer, director, or
5 employee’s current and reasonably foreseeable future primary job duties and
6 responsibilities in sufficient detail to determine if the officer, director, or employee
7 is involved, or may become involved, in any competitive decision-making.

8 (b) A Party that makes a request and provides the information specified in the
9 preceding respective paragraphs may disclose the subject Protected Material to the
10 identified officer, director, or employee, unless, within 14 days of delivering the
11 request, the Party receives a written objection from the Designating Party. Any such
12 objection must set forth in detail the grounds on which it is based.

13 (c) A Party that receives a timely written objection must meet and confer with
14 the Designating Party (through direct voice to voice dialogue) to try to resolve the
15 matter by agreement within seven days of the written objection. If no agreement is
16 reached, the Party seeking to make the disclosure to the officer, director, or employee,
17 may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil
18 Local Rule 79-5, if applicable) seeking permission from the court to do so. Any such
19 motion must describe the circumstances with specificity, set forth in detail the
20 reasons why the disclosure to the officer, director, or employee is reasonably
21 necessary, assess the risk of harm that the disclosure would entail, and suggest any
22 additional means that could be used to reduce that risk. In addition, any such motion
23 must be accompanied by a competent declaration describing the parties’ efforts to
24 resolve the matter by agreement (i.e., the extent and the content of the meet and
25 confer discussions) and setting forth the reasons advanced by the Designating Party
26 for its refusal to approve the disclosure.

27 In any such proceeding, the Party opposing disclosure to the officer, director,
28 or employee, shall bear the burden of proving that the risk of harm that the disclosure

1 would entail (under the safeguards proposed) outweighs the Receiving Party's need
2 to disclose the Protected Material to the officer, director, or employee.

3 7.4 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
4 ONLY" and "HIGHLY CONFIDENTIAL – SOURCE CODE" Information or Items.

5 Unless otherwise ordered by the court or permitted in writing by the Designating
6 Party, a Receiving Party may disclose any information or item designated "HIGHLY
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL
8 – SOURCE CODE" only to:

9 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to
11 disclose the information for this litigation and who have signed the
12 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
13 A;

14 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
15 necessary for this litigation, (2) who have signed the "Acknowledgment and
16 Agreement to Be Bound" (Exhibit A), and (3) as to whom the procedures set forth in
17 paragraph 7.5(a), below, have been followed;

18 (c) the court and its personnel;

19 (d) court reporters and their staff, professional jury or trial consultants, and
20 Professional Vendors to whom disclosure is reasonably necessary for this litigation
21 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
22 A); and

23 (e) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information.

25 7.5 Procedures for Approving or Objecting to Disclosure of "HIGHLY
26 CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL
27 – SOURCE CODE" Information or Items to Experts.

28 (a) Unless otherwise ordered by the court or agreed to in writing by the

1 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order)
2 any information or item that has been designated “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”
4 pursuant to paragraph 7.3(b) first must make a written request to the Designating
5 Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”
7 information that the Receiving Party seeks permission to disclose to the Expert, (2)
8 sets forth the full name of the Expert and the city and state of his or her primary
9 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the
10 Expert’s current employer(s), (5) identifies each person or entity from whom the
11 Expert has received compensation or funding for work in his or her areas of expertise
12 or to whom the expert has provided professional services, including in connection
13 with a litigation, at any time during the preceding five years,² and (6) identifies (by
14 name and number of the case, filing date, and location of court) any litigation in
15 connection with which the Expert has offered expert testimony, including through a
16 declaration, report, or testimony at a deposition or trial, during the preceding five
17 years.

18 (b) A Party that makes a request and provides the information specified in the
19 preceding respective paragraphs may disclose the subject Protected Material to the
20 identified Expert unless, within 14 days of delivering the request, the Party receives
21 a written objection from the Designating Party. Any such objection must set forth in
22 detail the grounds on which it is based.

23 (c) A Party that receives a timely written objection must meet and confer with
24 the Designating Party (through direct voice to voice dialogue) to try to resolve the
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26 ² If the Expert believes any of this information is subject to a confidentiality obligation to a third-
27 party, then the Expert should provide whatever information the Expert believes can be disclosed
28 without violating any confidentiality agreements, and the Party seeking to disclose to the Expert
shall be available to meet and confer with the Designating Party regarding any such engagement.

1 matter by agreement within seven days of the written objection. If no agreement is
2 reached, the Party seeking to make the disclosure to the Expert may file a motion as
3 provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
4 applicable) seeking permission from the court to do so. Any such motion must
5 describe the circumstances with specificity, set forth in detail the reasons why the
6 disclosure to the Expert is reasonably necessary, assess the risk of harm that the
7 disclosure would entail, and suggest any additional means that could be used to
8 reduce that risk. In addition, any such motion must be accompanied by a competent
9 declaration describing the parties' efforts to resolve the matter by agreement (i.e., the
10 extent and the content of the meet and confer discussions) and setting forth the
11 reasons advanced by the Designating Party for its refusal to approve the disclosure.

12 In any such proceeding, the Party opposing disclosure to the Expert shall bear
13 the burden of proving that the risk of harm that the disclosure would entail (under the
14 safeguards proposed) outweighs the Receiving Party's need to disclose the Protected
15 Material to its Expert.

16 8. PROSECUTION BAR

17 Absent written consent from the Producing Party, any individual who receives
18 access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or
19 "HIGHLY CONFIDENTIAL – SOURCE CODE" information shall not be involved
20 in the prosecution of patents or patent applications relating to the functioning or
21 operation of jump starter devices (including, the charging functionality of such
22 devices), including without limitation the patents asserted in this action and any
23 patent or application claiming priority to or otherwise related to the patents asserted
24 in this action, before any foreign or domestic agency, including the United States
25 Patent and Trademark Office ("the Patent Office"). For purposes of this paragraph,
26 "prosecution" includes directly or indirectly drafting, amending, advising, or
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1 otherwise affecting the scope or maintenance of patent claims.³ To avoid any doubt,
2 “prosecution” as used in this paragraph does not include representing a party in any
3 administrative patent challenge before a domestic or foreign agency (including, but
4 not limited to, a reissue protest, *ex parte* reexamination, *inter partes* reexamination,
5 *inter partes* review, post grant review, oppositions, or any other type of patent
6 challenge procedure in any country). This Prosecution Bar shall begin when access
7 to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY
8 CONFIDENTIAL – SOURCE CODE” information is first received by the affected
9 individual and shall end two (2) years after final termination of this action.

10 9. SOURCE CODE

11 (a) To the extent production of source code becomes necessary in this case,
12 a Producing Party may designate source code as “HIGHLY CONFIDENTIAL –
13 SOURCE CODE” if it comprises or includes confidential, proprietary or trade secret
14 source code.

15 (b) Protected Material designated as “HIGHLY CONFIDENTIAL –
16 SOURCE CODE” shall be subject to all of the protections afforded to “HIGHLY
17 CONFIDENTIAL – SOURCE CODE” shall be subject to all of the protections
18 afforded to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
19 information including the Prosecution Bar set forth in Paragraph 8, and may be
20 disclosed only to the individuals to whom “HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY” information may be disclosed, as set forth in
22 Paragraphs 7.3 and 7.4.

23 (c) Any source code produced in discovery shall be made available for
24 inspection, in a format allowing it to be reasonably reviewed and searched, during
25 normal business hours or at other mutually agreeable times, at an office of the
26 Producing Party’s counsel or another mutually agreed upon location. The source code

27 _____
28 ³ Prosecution includes, for example, original prosecution, reissue and reexamination proceedings.

1 shall be made available for inspection on a secured computer in a secured room
2 without Internet access or network access to other computers, and the Receiving
3 Party shall not copy, remove, or otherwise transfer any portion of the source code
4 onto any recordable media or recordable device. The Producing Party may visually
5 monitor the activities of the Receiving Party's representatives during any source code
6 review, but only to ensure that there is no unauthorized recording, copying, or
7 transmission of the source code.

8 (d) The Receiving Party may request paper copies of limited portions of
9 source code that are reasonably necessary for the preparation of court filings,
10 pleadings, expert reports, or other papers, or for deposition or trial, but shall not
11 request paper copies for the purposes of reviewing the source code other than
12 electronically as set forth in paragraph (c) in the first instance. The Producing Party
13 shall provide all such source code in paper form including bates numbers and the
14 label "HIGHLY CONFIDENTIAL - SOURCE CODE." The Producing Party may
15 challenge the amount of source code requested in hard copy form pursuant to the
16 dispute resolution procedure and timeframes set forth in Paragraph 6 whereby the
17 Producing Party is the "Challenging Party" and the Receiving Party is the
18 "Designating Party" for purposes of dispute resolution.

19 (e) The Receiving Party shall maintain a record of any individual who has
20 inspected any portion of the source code in electronic or paper form. The Receiving
21 Party shall maintain all paper copies of any printed portions of the source code in a
22 secured, locked area. The Receiving Party shall not create any electronic or other
23 images of the paper copies and shall not convert any of the information contained in
24 the paper copies into any electronic format. The Receiving Party shall only make
25 additional paper copies if such additional copies are (1) necessary to prepare court
26 filings, pleadings, or other papers (including a testifying expert's expert report), (2)
27 necessary for deposition, or (3) otherwise necessary for the preparation of its case.
28 Any paper copies used during a deposition shall be retrieved by the Producing Party

1 at the end of each day and must not be given to or left with a court reporter or any
2 other unauthorized individual.

3 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
4 IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation
6 that compels disclosure of any information or items designated in this action as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification shall
10 include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to
12 issue in the other litigation that some or all of the material covered by the subpoena
13 or order is subject to this Protective Order. Such notification shall include a copy of
14 this Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued
16 by the Designating Party whose Protected Material may be affected.⁴

17 If the Designating Party timely seeks a protective order, the Party served with
18 the subpoena or court order shall not produce any information designated in this
19 action as “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL – ATTORNEYS’
20 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” before a
21 determination by the court from which the subpoena or order issued, unless the Party
22 has obtained the Designating Party’s permission. The Designating Party shall bear
23 the burden and expense of seeking protection in that court of its confidential material
24 – and nothing in these provisions should be construed as authorizing or encouraging
25 a Receiving Party in this action to disobey a lawful directive from another court.

26 _____
27 ⁴ The purpose of imposing these duties is to alert the interested parties to the existence of this
28 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its
confidentiality interests in the court from which the subpoena or order issued.

11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE". Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the

1 court.⁵ Absent a court order to the contrary, the Non-Party shall bear the burden and
2 expense of seeking protection in this court of its Protected Material.

3 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
5 Protected Material to any person or in any circumstance not authorized under this
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
7 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
8 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
9 persons to whom unauthorized disclosures were made of all the terms of this Order,
10 and (d) request such person or persons to execute the “Acknowledgment and
11 Agreement to Be Bound” that is attached hereto as Exhibit A.

12 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
13 PROTECTED MATERIAL

14 When a Producing Party gives notice to Receiving Parties that certain
15 inadvertently produced material is subject to a claim of privilege or other protection,
16 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
17 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
18 may be established in an e-discovery order that provides for production without prior
19 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
20 parties reach an agreement on the effect of disclosure of a communication or
21 information covered by the attorney-client privilege or work product protection, the
22 parties may incorporate their agreement in the stipulated protective order submitted
23 to the court.

24 14. MISCELLANEOUS

25 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
26 _____

27 ⁵ The purpose of this provision is to alert the interested parties to the existence of confidentiality
28 interests in this court.

1 person to seek its modification by the court in the future.

2 14.2 Right to Assert Other Objections. By stipulating to the entry of this
3 Protective Order no Party waives any right it otherwise would have to object to
4 disclosing or producing any information or item on any ground not addressed in this
5 Stipulated Protective Order. Similarly, no Party waives any right to object on any
6 ground to use in evidence of any of the material covered by this Protective Order.

7 14.3 Export Control. Disclosure of Protected Material shall be subject to all
8 applicable laws and regulations relating to the export of technical data contained in
9 such Protected Material, including the release of such technical data to foreign
10 persons or nationals in the United States or elsewhere. The Producing Party shall be
11 responsible for identifying any such controlled technical data, and the Receiving
12 Party shall take measures necessary to ensure compliance.]

13 14.4 Filing Protected Material. Without written permission from the
14 Designating Party or a court order secured after appropriate notice to all interested
15 persons, a Party may not file in the public record in this action any Protected Material.
16 A Party that seeks to file under seal any Protected Material must comply with Civil
17 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
18 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
19 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that
20 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
21 entitled to protection under the law. If a Receiving Party's request to file Protected
22 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the
23 Receiving Party may file the Protected Material in the public record pursuant to Civil
24 Local Rule 79-5 unless otherwise instructed by the court.

25 15. FINAL DISPOSITION

26 Within 60 days after the final disposition of this action, as defined in paragraph
27 4, each Receiving Party must return all Protected Material to the Producing Party or
28 destroy such material. As used in this subdivision, "all Protected Material" includes

1 all copies, abstracts, compilations, summaries, and any other format reproducing or
2 capturing any of the Protected Material. Whether the Protected Material is returned
3 or destroyed, the Receiving Party must submit a written certification to the Producing
4 Party (and, if not the same person or entity, to the Designating Party) by the 60-day
5 deadline that (1) identifies (by category, where appropriate) all the Protected Material
6 that was returned or destroyed and (2) affirms that the Receiving Party has not
7 retained any copies, abstracts, compilations, summaries or any other format
8 reproducing or capturing any of the Protected Material. Notwithstanding this
9 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
10 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
11 deposition and trial exhibits, expert reports, attorney work product, and consultant
12 and expert work product, even if such materials contain Protected Material. Any such
13 archival copies that contain or constitute Protected Material remain subject to this
14 Protective Order as set forth in Section 4 (DURATION).

15
16 PURSUANT TO STIPULATION, IT IS SO ORDERED.

17
18 DATED: May 8, 2025


19 
20 Honorable Douglas F. McCormick
21 United States Magistrate Judge
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
[date] in the case of _____ *The NOCO Company v. Winplus North America,*
LLC et al., Case No. 8:23-cv-00269-DOC-DFMx. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____